

U.S. SUMMARY OF REMAINING CONSENT DECREE ISSUES

1. Paragraph # 6 – Definitions
 - (l). Lodging Date – does this definition reflect how the CD will be handled procedurally?
 - (y). Trust Administration Costs – includes “Trustee’s fees” - Is that the same as Trustee’s Compensation?
2. Paragraph # 10 (b) - Changes to reflect an established time frame for Trustee certification.
3. Paragraph # 27 (ii) and # 34 - Changed from “Plan Effective Date” to “Bankruptcy Court approval of the Consent Decree” – to address possible delay of BC entry of CD.
4. Paragraph # 41 – clarify that we are referring to the definition of VAG Future Response Costs as defined in # 6 (cc).
5. Paragraph # 92 - EPA does not want to set a precedent by changing “Best Efforts” to “Reasonable Efforts”. EPA wants to keep in “best” and is willing to compromise by deleting the sentence re: payment of money. See CD for suggested change.

***ALSO** - What progress has been made in talks with VAG to obtain access?*
6. Paragraph # 107 - Change made to condition US EPA, DOI and NOAA waiver of objections to the Plan – Environmental Agencies’ covenant dependent upon the Plan being consistent with the Consent Decree and the Court approving the CD.
7. Paragraph # 115 – need to clarify what is meant by “action” in this sentences – “For purposes of this Section, “conduct occurring after the Lodging Date” does not include the failure to take action nor does it include conduct undertaken in accordance with this Consent Decree. G-I to propose alternative language.
8. Paragraph # 121 - Kin-Buc Contribution Protection – complete for NRD; limited for response costs.
9. Paragraph # 129 (a) - Tolling Period for Linden claims – Proposed US language – G-I may terminate the Tolling Period after May 2014 (5 years instead of 1 year).

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10. Paragraph # 107 - Insurance for Linden Sites - U.S. wants to limit the Linden waiver to the Debtors' carriers.